AWARD/CONTRACT  1. This Contruder DP								Rating DOA5	Page 1 Of	31
2. Cont	tract (Proc. I	nst. Ident) No.		fective Dat	,	700)	4. Requ	uisition/Purchase Request/P	roject No.	
	0-01-C-0083	•		2	001MAY22		1	SEE SCHEDU		
5. Issue		,	Code	W52H09			(If Other	Than Item 5)	~ .	S2101A
	-ROCK ISLAN	ID	L	WSZHU9		BALTIMORE	(II Other	Thun Item c)	L	52101A
	-LC-CSC-A					AST REDWOOD	D ST SU	JITE 1800		
DANIE	L L THORPE	(309)782-4403				MORE MD				
ROCK	ISLAND IL	61299-7630								
o-mail	address: TH	MODDEDADIA ADMV MII				SCD	C D	AS NONE ADI	<b>РРТ</b> нооззя	
		HORPED@RIA.ARMY.MIL ss Of Contractor (No. Street, Ci	ty County	State And	l 7in Code		Delivery		11 1120330	
	NING TECHNO		ty, County,	State, And	ı Zıp Code	0.	_ `	_		
DBA M	ATECH						X FOB	Origin Other (See 1	Below)	
27120	OCEAN GTWY	?				9.	Discount	t For Prompt Payment		<u>.</u>
HEBRO	N MD	21830-1041								
						10	0. Submit	Invoices	Item	
TYPE	BUSINESS: S	Small Disadvantaged Busines	ss Perform	ing in U	.S.			Jnless Otherwise Specified)		12
Code	0GU83		Facility Co	ode		`	-	dress Shown In:	-	12
11. Shi	p To/Mark F	or	Code		12. Paymo	ent Will Be			Code	HQ0338
	CHEDULE		<u></u>		•	COLUMBUS C	•		L	
					DFAS-C	CO/SOUTH E	NTITLEME	ENT OPERATION		
						X 182264				
					COLUME	BUS OH 4	3218-226	54		
_	•	sing Other Than Full And Oper	-	ť	14. Accou	nting And A	Appropria	tion Data		
1	0 U.S.C. 2304	$(c)($ ) $\square$ 41 U.S.C.	253(c)(	)	SEE SE	ECTION G				
15A	. Item No.	15B. Schedule Of Supp	lies/Service	s	15C. Qu	antity	15D. Uni	t 15E. Unit Price	15F. Amou	ınt
SEE S	CHEDULE	CONTRACT TYPE:				D OF CONTR				
		Firm-Fixed-Price			S	upply Cont	racts a	nd Priced Orders		
						15G. To	otal Amo	unt Of Contract	\$226,816.92	
				16. Ta	ble Of Co			<b>7</b> L	QZZ0,010.9Z	
(X)	Section	Description		Page(s)	(X)	Section		Description		Page(s)
		Part I - The Schedule				Part II - C	Contract (	Clauses		
X	A	Solicitation/Contract Form		1	X	I	Contra	act Clauses		21
X	В	Supplies or Services and Price	s/Costs	6		Part III - l	List Of D	ocuments, Exhibits, And Ot	her Attachment	s
X	C	Description/Specs./Work State	ement	9	Х	J	List of	Attachments		31
Х	D	Packaging and Marking		10		Part IV - I	Represen	tations And Instructions		
Х	E	Inspection and Acceptance		12		K	Repres	sentations, Certifications, ar	nd	
Х	F	Deliveries or Performance		15			Other	Statements of Offerors		
Х	G	Contract Administration Data		17	İ	L	Instrs.	, Conds., and Notices to Off	erors	
Х	Н	Special Contract Requirement	S	18		M	_	ntion Factors for Award		
		Cont	racting Offi	cer Will C	omplete It	em 17 Or 18	8 As Appl	licable		
17. X	Contractor'	's Negotiated Agreement (Con						ot required to sign this doc	ument.) Your of	ffer on
		document and return 2 signed				n Number _			ng the additions	
issuing	office.) Con	tractor agrees to furnish and de	liver all iten	ns	changes n	nade by you	which ac	lditions or changes are set f	orth in full abov	e, is
-		ervices set forth or otherwise ide			•	•		s listed above and on any co		
		ation sheets for the consideration						act which consists of the foll		
,	, .	gations of the parties to this cont		e				and your offer, and (b) this	award/contract.	. No
		rned by the following documents the solicitation, if any, and (c) s		ns.	rar mer co	mu actual (I	ocument	is necessary.		
		tifications, and specifications, as								
or incorporated by reference herein. (Attachments are listed										
herein.		<u> </u>								
19A. N	ame And Titl	e Of Signer (Type Or Print)				e Of Contra		ficer		
						EL L THORP		(309)782-4403		
10R N	ame of Contr	actor	19c. Date S	Signed		ed States Of			20C. Date Sign	ned
1727.19	or count		I. Jaw	g.icu	2020. UHIU	ea saucs OI		•	200. Date Big	
Ву					Ву	/5	SIGNED/			
(Si		erson authorized to sign)				nature of Co	ntracting	(Officer)		
NICINI M	40 01 152 90	)(O			25 10/			C4	) 1 95\	

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 2 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION A - SUPPLEMENTAL INFORMATION

This award is for 5,412 Blank Firing Attachment, Part Number 12993733, NSN:1005-01-480-0289. Included in the award is an option for a three hundred percent (300%) of the basic quantity. This contract contain option clause FAR 52.217-6 "Evaluated Option for Increased Quantity", Section I, paragraph I-79.

Since the award runs concurrent with contract DAAE20-00-C-0089, no first article is required.

In lieu of a CD-ROM, attachment 001 to this contract is the Technical Data Package for this item.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date

A-1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN)

Rock Island IL 61299-7630

Phone: (309) 782-3223

Electronic Mail Address: AMSTA-AQ-AR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;

# Reference No. of Document Being Continued Page 3 of 31 **CONTINUATION SHEET** PIIN/SIIN DAAE20-01-C-0083 MOD/AMD Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC (3) Problem description; (4) Summary of your discussions with the buyer/PCO. (End of clause) (AS7006) 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998 A-3TACOM-RT THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS. (END OF CLAUSE) (AS7003) A-452.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997 TACOM-RI SPECIFICATIONS AND STANDARDS (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation. (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I: MILITARY/FEDERAL SPI LOCATION OF FACILITY ACO SPEC/STANDARD REQUIREMENT (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	PRICE \$
CLIN	PRICE \$
CLIN	PRICE \$
CLIN	PRICE S

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

(End of clause)

(AS7008)

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

APR/199

Page 4 of 31

TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
- 2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
  - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 TACOM-RT AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command counsel/protest/protest.html

Reference No. of Document Being Continued Page 5 of 31 **CONTINUATION SHEET** PIIN/SIIN DAAE20-01-C-0083 MOD/AMD Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures. (END OF CLAUSE) (AS7010) A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999 In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below: (End of clause)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

(AS7012)

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

**Page** 6 **of** 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICE	S	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES A	ND PRICES/COSTS				
0001	Supplies or Services and Prices/C	<u>osts</u>				
0001AA	PRODUCTION QUANTITY		2800	EA	\$ 41.91000	\$ 117,348.00
	NSN: 1005-01-480-0289  NOUN: M24 BLANK FIRING ATTACHMENT FSCM: 19200  PART NR: 12993733  SECURITY CLASS: Unclassified PRON: M10B4197M1 PRON AMD: 02  AMS CD: 321024720273210					
	Packaging and Marking					
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE	: Origin				
	001 W52H090335T962 W31G1Z J PROJ CD BRK BLK PT IYG  DEL REL CD QUANTITY 001 280  002 280  003 280  004 280  005 280  006 280  007 280  008 280	DEL DATE 31-MAR-2002 30-APR-2002 31-JUL-2002 31-JUL-2002 31-AUG-2002 31-OCT-2002 30-NOV-2002				
	010 280	31-DEC-2002				
	FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS  (W31G1Z) XU W0L7 ANNISTON MUNIT  TRANS OFFICER 256 235  7 FRANKFORD AVE BLDG 1  ANNISTON	6031				
0001AB	PRODUCTION QUANTITY		2612	EA	\$\$	\$ 109,468.92
	NSN: 1005-01-480-0289 NOUN: M24 BLANK FIRING ATTACHMENT					

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

**Page** 7 **of** 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

ITEM NO	S	UPPLIES/SERVI	CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FSCM: 19200 PART NR: 12993 SECURITY CLASS	733 : Unclassified					
	PRON: M11B0300 AMS CD: 321024	M1 PRON AMD: 720283210	02 ACRN: AB				
	Packaging and	Marking					
	Inspection and INSPECTION: Or	<u>Acceptance</u> igin ACCEPTA	NCE: Origin				
	Deliveries or DOC	<u>Performance</u> SUPPL					
		35T961 W31G1Z <u>CD</u> <u>BRK BLK</u>	IG CD MARK FOR TP CD J 2 PT				
	DEL REL CD	QUANTITY	DEL DATE				
	001	280	31-JAN-2003				
	002	280	28-FEB-2003				
	003	280	31-MAR-2003				
	004	280	30-APR-2003				
	005	280	31-MAY-2003				
	006	280	30-JUN-2003				
	007	280	31-JUL-2003				
	008	280	31-AUG-2003				
	009	280	30-SEP-2003				
	010	92	31-OCT-2003				
	FOB POINT: Ori	gin					
	TRA	L POST ADDRESS W0L7 ANNISTON MU NS OFFICER 256 2 RANKFORD AVE BLD ISTON	35 6031				

	MTINILATION CHEET	Reference No. of Document Be	Page 8 of 31				
CC	ONTINUATION SHEET	PIIN/SIIN DAAE20-01-C-0083	MOD/AMD				
Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC							
	Regulatory Cite	Title		Date			
B-1	252 225-7008 SUPPLIES	S TO BE ACCORDED DUTY-FREE ENTRY		MAR /1998			

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None (BA6701)

DFARS

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 9 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date

C-1 52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 1299733 with revisions in effect as of 12 March 2001 (Attachment 001) (except as follows):

None

(CS6100)

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 10 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION D - PACKAGING AND MARKING

Regulatory Cite \_\_\_\_\_\_ Title \_\_\_\_\_ Date

D-1 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000

TACOM-RI

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
  - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARA 3.

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
  - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
  - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
  - (4) Packing:
- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
  - d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

- 1

Page 11 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
  - q. SUPPLEMENTAL INSTRUCTIONS: PLACE INSTRUCTION SHEETS INTO CONTAINER

(End of clause)

(DS6413)

D-2 52.247-4521 UNITIZATION/PALLETIZATION

JUL/1998

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 12 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE I	JUL/1985
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II	OCT/2000

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

( ) ISO 9001

( ) ISO 9002

( ) QS 9000

( ) ANSI/ASQ 9001

( ) ANST/ASO 9002

- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL E-5TACOM-RI PROCESS CONTROL (SPC))

JAN/1999

- (a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.
- (b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:
  - (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 13 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
  - (4) The results of a process performance study, and if available, the results of a process capability study.
  - (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
    - (i) The process is in a state of statistical control using SPC control chart methods.
- (ii) Variable data: for Critical characteristics a CPK =/> 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK =/> 1.33 (or equivalent capability) is achieved.
- (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.
- (c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.
- (d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.
- (e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

E-6 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI

MAY/1994

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (OAR) for review prior to implementation. Rework procedures are subject to the OAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 14 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

reprocessing requirements.

(End of Clause)

(ES7012)

E-7 52.246-4540 CONTRACTOR PERFORM

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000

APR/2001

- a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.
  - c. You may provide the following information relative to (CP)2-2000 certification:
    - (1)\_\_\_\_NOT CERTIFIED
    - (2)\_\_\_\_CERTIFIED
      - (i) DATE OF CERTIFICATION
      - (ii) <u>CERTIFYING ACTIVITY</u>
  - d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 15 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-5	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-7	52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION	APR/1984

- (a) The term ''f.o.b. inland carrier, point of exportation,'' as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.
  - (b) The Contractor shall--
    - (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absense of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
  - (2) Prepare and distribute commercial bills of lading;
- (3)(i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and
- (ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and
- (5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

(End of clause)

(FF7050)

F-8 47.305-15(B) LOADING, BLOCKING AND BRACING OF SHIPMENTS (NON-HAZARDOUS) - JUL/1995
FAR ALTERNATE I

(a) In addition to the requirements set forth under General Provision, ''Loading, Blocking and Bracing of Freight Car Shipments,'' rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Command (DCMC).

CONTINUATION SHEET	Reference No. of Document Bei	Page 16 of 31	
CONTINUATION SHEET	PIIN/SIIN DAAE20-01-C-0083	MOD/AMD	

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- (b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMC.
- (c) TOFC ''Piggyback'' shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43; copies may be obtained from addresses given in para (a) above. General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMC.
- (d) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of Clause)

(FF7052)

F-9 52.247-4531 COGNIZANT TRANSPORTATION OFFICER TACOM-RI

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
  - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

1-C-0083 <b>MOD/AMD</b>	
JOB ORDER ACCOUNTING	OBLIGATED AMOUNT
NOMBER STATION 1116 097304 W52H09 \$	117,348.00
1116 197300 W52H09 \$	109,468.92
TOTAL \$	226,816.92
ACCOUNTING	OBLIGATED
STATION	AMOUNT
•	117,348.00 109,468.92
1:	ORDER ACCOUNTING NUMBER STATION  116 097304 W52H09 \$  116 197300 W52H09 \$  TOTAL \$  ACCOUNTING STATION  116 W52H09 \$

TOTAL \$ 226,816.92

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 18 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	Date
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are thorped@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-0241, ATTN: AMSTA-LC-CSCA/Thorpe and (309) 782-1338 (ATTN: Nancy Fraser).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to:

TACOM-RI AMSTA-LC-CSTR

Attn: William R. Baltimore Rock Island, Il 61299-7630

(End of Clause)

(HS6510)

H-4 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
  - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

National

Commercial

CONT	TINILIA TIONI CI		Reference No.	Page 19 of 31			
CON	TINUATION SI		PIIN/SIIN DAAE20-01-C-0083		MOD	/AMD	
Name of Offer	·						
Line	Stock	Item	:	Source of Su	pply	Actual	
Items	Number	(Y or N)	Company	Address	Part No.	Mfg	
(1)	(2)	(3)	(4)	(4)	(5)	(6)	

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''
- (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-5 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE TACOM-RI

NOV/1998

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-6 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

# Reference No. of Document Being Continued

Page 20 of 31

	PIIN/SIIN DAAE20-01-C-0083	MOD/AMD	
Name of Offeror or Contractor: MACHINING	FECHNOLOGIES INC		
For contracts involving F.O.B. Origin ship	ments furnish the following rail inform	mation:	
Does Shipping Point have a private railroad	d siding? YES NO		
If YES, give name of rail carrier serving	it:		
If NO, give name and address of nearest ra	il freight station and carrier serving	it:	
Rail Freight Station Name and Address:			
Serving Carrier:			
	(End of Clause)		
(HS7600)			

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 21 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	MAR/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR	JAN/1997
		IMPROPER ACTIVITY	
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-13	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-14	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)	OCT/1997
		OTHER THAN PENSIONS	
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST	OCT/1997
		OR PRICING DATA - MODIFICATIONS	
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-22	52.222-3	CONVICT LABOR	AUG/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM	APR/1998
		ERA	
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM	JAN/1999
		ERA	
I-28	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	JUN/2000
- 21	50.000.0	ENTERPRISES	(1001
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-32	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-33	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-34	52.232-1	PAYMENTS  DISCONNESS FOR PROMPER PAYMENTS	APR/1984
I-35	52.232-8 52.232-11	DISCOUNTS FOR PROMPT PAYMENT EXTRAS	MAY/1997
I-36 I-37	52.232-11	INTEREST	APR/1984
I-38			JUN/1996 APR/1984
I-39	52.232-23 52.232-25	ASSIGNMENT OF CLAIMS - ALTERNATE I PROMPT PAYMENT	MAR/2001
I-40	52.232-23	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
1-40	34.434-33	REGISTRATION	PLMI / 1333
I-41	52.233-1	DISPUTES	JAN/1999
I-41 I-42	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-42	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-44	52.242-11	F.O.B GOVERNMENT BILLS OF LADING OR INDICIA MAIL	FEB/1993
			,

# Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 22 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

	Regulatory Cite	Title	Date
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-47	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-48	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
I-49	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JAN/1997
I-52	52.248-1	VALUE ENGINEERING	FEB/2000
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999
I-57	DFARS 252.204-7003	RELATED FELONIES CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
1-5/	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-58	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
1-56	DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-59	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
1 35	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	1007/1995
I-60	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
1 00	DFARS	NOQUIDITION DINDININING	DBC/1331
I-61	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		,
I-62	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS	~	
I-63	252.219-7011	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
	DFARS		
I-64	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-65	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-66	252.225-7010	DUTY-FREE ENTRY ADDITIONAL PROVISIONS	AUG/2000
	DFARS		
I-67	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
	DFARS		
I-68	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
I-69	252.225-7021	TRADE AGREEMENTS	APR/2000
	DFARS		
I-70	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-71	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-72	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-73	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
	DFARS		
I-74	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-75	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
- 56	DFARS		D=0/1001
I-76	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
T 77	DFARS	DEGUERAC EOD EGUTADI E ADTUCAMENT	MAD /1000
I-77	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-78	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
T-10	252.246-7000 DFARS	NUTBETTOD INSERCTION WAS VECETAING VENOVI	DEC/1331
	DITING		
I-79	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990
± .,,	52.227 0		/ 1000

a. This solicitation includes an evaluated option (See Section  $\ensuremath{\mathtt{M}}\xspace)\,.$ 

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 23 of 31
CONTINUATION SHEET	PIIN/SIIN DAAE20-01-C-0083 MOD/AMD	

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- b. The Government reserves the right to increase the quantity of item(s) 0001AA and 0001AB by a quantity of up to and including but not exceeding three hundred percent (300%) as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AA and 0001AB shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding forty (40) days prior to the last delivery schedule date for any item in the contract by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
  - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
  - q. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option (F.O.B. Origin)

CLIN 0001AA and 0001AB

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-80 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS

FEB/1990

- (a) The Small Business Administration (SBA) has entered into sOLICITATON Contract No. DAAE20-C-00 with the ACALA, to furnish supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
  - (b) The -2-, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. -3- for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
- (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the ACALA, with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
- (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the ACALA.
- (4) That is will notify the ACALA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
  - (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the ACALA

(End of clause)

(IF6515)

I-81 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8 (A) CONCERNS - FEB/1990 ALTERNATE I

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 24 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
  - (3) The offeror's approved business plan is on the file and serviced by the Small Adinstration..
  - (b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
  - (d) Agreement.
- (1) A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.
- (2) The contractor will notify the TACOM-RI Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

(IF6092)

I-82 252.219-7009 SECTION 8(a) DIRECT AWARD DEARS

JUN/1998

- (a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues and for providing counseling and assistance to the 8(a) contractor under the 8(a) Program. The cognizant SBA district office is:

  Raltimore District Office...
- (b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.
  - (c) The Contractor agrees that -
- (1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plans to relinquish ownership or control of the concer. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
- (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

(IA6723)

I-83 252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS - JUN/1998

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- (1) SIC code 3484 is specifically included in the Offeror's approved business plan;
- (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
  - (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
  - (d) Agreement.
- (1) A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.
- (2) The contractor will notify the TACOM-ACALA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

(IA6724)

I-84 52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

.TITT. /1995

Page 25 of 31

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-85 52.203-7

ANTI-KICKBACK PROCEDURES

JUL/1995

(a) Definitions.

- ''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- ''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- ''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

### Reference No. of Document Being Continued

MOD/AMD

Page 26 of 31

PIIN/SIIN DAAE20-01-C-0083

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- ''Prime Contractor'' as used in this clause, means a person who has entered into a prime contract with the United States.
- ''Prime Contractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- ''Subcontract,'' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- ''Subcontractor,'' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
  - ''Subcontractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
  - (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from-
    - (1) Providing or attempting to provide or offering to provide any kickback;
    - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-86 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

AUG/1995

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 27 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-87 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-88 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS

FEB/1990

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegate to the Armament and Chemical Acquisition and Logistics Activity (ACALA) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided however, that the ACALA shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the ACALA.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the ''Disputes'' clause of said subcontract.
- (f) To notify the ACALA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause))

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 28 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

I-89

52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incoroprated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-90 52.229-XX

CALIFORNIA SALES AND USE TAX (AL 92-1)

MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-91 52.242-12

REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA....ETA\*\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 29 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(TF7221)

I-92 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- I-93 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc\_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at and in Excel format at http://www.dcmc.hq.dla.mil/dcmc\_o/oc/spi/files/dbreport/files/modified.xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:	_
Facility:	_
Military or Federal Specification or Standard:	_
Affected Contract Line Item Number, Subline Item Number, Component, or Element:	_

<sup>(</sup>e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

CONTINUATION CHEET	inued Page 30 of 31	CONTINUATION SHEET
	IOD/AMD	

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-94 252.243-7000 ENGINEERING CHANGE PROPOSALS

SEP/1999

- (a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.
- (b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price, or a ''not less than'' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts.
  - (c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-
    - (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and
- (2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0083

MOD/AMD

Page 31 of 31

Name of Offeror or Contractor: MACHINING TECHNOLOGIES INC

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENT LIST FOT THE M24 BLANK FIRING			
	ATTACHMENT			
Attachment 001	TECHNICAL DATA FOR THE M24 BLANK FIRING ATTACHMENT		011	
Attachment 002	DOCUMENT SUMMARY LIST FOR THE M24 BLANK FIRING ATTACHMENT			

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)